

6334F

NOV 15 1974

SUPPLEMENTAL AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, effective as of the 15th day of November, 1974, by and among THE FIRST NATIONAL BANK OF FORT WORTH, a national banking association incorporated and existing under the laws of the United States of America, as Trustee under the Agreements as hereinafter defined (hereinafter called the "Bank"); and RICHMOND LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "RLC"):

W I T N E S S E T H:

WHEREAS, Bank as Trustee, and RLC (as successor to Marathon Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware) have previously entered into Marathon Leasing Company Equipment Trust, Series 3, dated as of October 1, 1971, and filed with the Interstate Commerce Commission ("ICC") at 10:10 a.m. on October 10, 1971, under Recordation No. 6334 (hereinafter the "Agreement"), pursuant to which there were issued Trust Certificates in an aggregate principal amount of \$950,000 (hereinafter the "Trust Certificates"); and

WHEREAS, World Service Life Insurance Co., a corporation duly organized and existing under the laws of the State of Texas (hereinafter called "World Service") is the present holder of all the Trust Certificates; and

WHEREAS, Bank and RLC are desirous of amending the Agreement in accordance with the terms and provisions hereof; and

WHEREAS, World Service has consented to this amendment to the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, Bank and RLC hereby agree as follows:

I.

In Section 5.06 of the Agreement, all references to Section 5.08 are hereby deleted and the following language inserted at each such deletion: ". . . subparagraph (1) of the first paragraph of Section 5.08 . . ."

II.

The first paragraph of Section 5.08 of the Agreement is hereby amended to read as follows:

Section 5.08. Maintenance of Trust Equipment.
The Company agrees that it will maintain and keep or cause others to maintain and keep the Trust Equipment in good repair and proper repair without cost or expense to the Trustee, unless and until it becomes worn out, unsuitable for use, lost or destroyed. Whenever any of the Trust Equipment shall become worn out, unsuitable for use, lost or destroyed, the Company shall, at its option:

(1) Forthwith deliver to the Trustee an Engineer's Certificate describing such Trust Equipment and stating the fair value thereof as of the date such Trust Equipment became worn out, unsuitable for use, lost

or destroyed, and shall deposit with the Trustee an amount in cash equal to such fair value (as determined under subparagraph (1) of the last paragraph of Section 5.06). Cash deposited with the Trustee pursuant to this subparagraph (1) of this Section 5.08 shall be held and applied as provided for in the fourth paragraph of Section 5.06; or

(2) Forthwith deliver to the Trustee an Engineer's Certificate describing such Trust Equipment and stating the depreciated value thereof (as computed on a reproduction cost basis in accordance with the regulations of the Association of American Railroads then in effect) as of the date such Trust Equipment became worn out, unsuitable for use, lost or destroyed, and shall deposit with the Trustee an amount in cash equal to such depreciated value. If payment for such Trust Equipment is to be made to the Company by a third party, the Company shall not be required to deposit with the Trustee the depreciated value until such payment is received by the Company. The Company agrees to make all reasonable efforts to obtain payment from such third party at the earliest possible date. Anything contained herein to the contrary notwithstanding: (i) the amounts deposited with the Trustee pursuant to this subparagraph (2) shall be treated in the same manner as additional rental paid to the Trustee pursuant to Section 5.04(B)(4) as a voluntary sinking fund, and, at the next succeeding sinking fund redemption date, shall be applied pursuant to Sections 3.02, 3.03 and 5.04(B)(4) to redeem a principal amount of the Trust Certificates equal to such depreciated value; provided, however, that the Request specified in Section 5.04(B)(4) shall not be required from the Company as to such amounts; and (ii) such deposits and redemptions called for by this subparagraph (2) shall be in addition to the compulsory sinking fund and redemption provisions set forth in Article Three and Section 5.04(B)(4). Until applied to redeem a portion of the Trust Certificates as provided herein, amounts deposited pursuant to

this subparagraph (2) shall be invested by the Trustee, on Request, in Investment Securities as specified in the Request. Actions by the Company in complying with the provisions of this subparagraph (2) shall relieve the Company of any further obligation to replace such Trust Equipment or to deposit cash in lieu thereof under subparagraph (1) of this first paragraph of Section 5.08.

The rights and remedies of the Trustee to enforce or to recover any of the rental payments shall not be affected by reason of any such wearing out, unsuitableness for use, loss or destruction.

III.

As hereby amended, the Agreements are ratified, confirmed, adopted and declared to be in full force and effect.

IN WITNESS WHEREOF, Bank and RLC have caused their names to be signed hereto by the respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed, effective as of the date first written above.

THE FIRST NATIONAL BANK OF
FORT WORTH

By

Wm. P. F. Lewis

(SEAL)

ATTEST:

Wm. P. F. Lewis

RICHMOND LEASING COMPANY

By

Glen A. Welsh

(SEAL)

ATTEST:

Glen A. Welsh

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared James P. Flores, Vice President & Trust Officer of The First National Bank of Fort Worth, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of November, 1974.

Kristi Lynn Cummings
Notary Public in and for
Tarrant County, T E X A S

Kristi Lynn Cummings, Notary Public
Tarrant County, Texas

My Commission Expires June 1, 1976

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Glenn A. Welsch, President of Richmond Leasing Company, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

13th day of November, 1974. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the

Guarita H. Wofford
Notary Public in and for
Harris County, T E X A S

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Allen H. Harrison
2445 M. Street N.W.
Washington, D.C. 20037

Dear
Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/9/88 at 2:40PM, and assigned recordation number(s) 6334-F, 7011-V & 6732-I

Sincerely yours,

Nesta R. McEuen

Secretary

Enclosure(s)